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To the Honorable Commissioner of **101005716**

Send original documents or copy thereof.

1. Name of conveying party(ies): Russell-Stanley Holding, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State (Delaware)
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Russell-Stanley Corporation

Internal Address: _____

Street Address: 685 Route 202/206

City: Bridgewater State: NJ ZIP: 08807

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New Jersey
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: February 22, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) see attached Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kristopher Ahrend, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41): \$290

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 DP
02 FC:482 250.00 DP
 04/08/1999 DNGUYEN 00000060 1715813
 City: New York State: New York ZIP: 10017

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristopher Ahrend, Esq.
Name of Person Signing

Kristopher E. Ahrend
Signature

3/28/99
Date

Total number of pages comprising cover sheet: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1881 FRAME: 0866

SCHEDULE A - UNITED STATES TRADEMARKS

<u>Name of Trademark</u>	<u>U.S. Registration or Application Number</u>	<u>Date Registered or Filed</u>
MEDI-BIN	1,715,813	9/15/92
DELEX	1,325,859	3/19/85
DELSTAR	1,269,241	3/13/84
DELBOY	892,272	6/9/70
DELDRUM	892,271	6/9/70
DELCON	891,425	5/26/70
DELTANGULAR	797,936	10/26/65
DELKIT	782,632	1/5/65
DELAWARE and Design	766,949	3/24/64
DELPK	755,263	8/27/63
DELCAN	754,397	8/13/63

U.S. TRADEMARK RIGHTS ASSIGNMENT

THIS ASSIGNMENT is effective this 22nd day of February, 1999 ("Effective Date"), from Russell-Stanley Holding, Inc., a Delaware corporation located at 685 Route 202/206, Bridgewater, New Jersey 08807 ("Assignor"), to Russell-Stanley Corporation, a New Jersey corporation located at 685 Route 202/206, Bridgewater, New Jersey 08807 ("Assignee").

WHEREAS, Assignor and Assignee are joint owners of all right, title and interest in and to certain United States trademarks listed on Schedule A annexed hereto; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademarks, such that Assignee shall be the sole owner thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in and to the United States trademarks listed on Schedule A hereto, together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the "Trademarks").

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor also shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and to take promptly any further action necessary to vest good, valid and marketable sole title to the Trademarks in Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first written above.

RUSSELL-STANLEY HOLDING, INC.

By: Daniel W. Miller 2/22/99
Name: Daniel W. Miller
Title: Executive Vice President and
Chief Financial Officer

RUSSELL-STANLEY CORPORATION

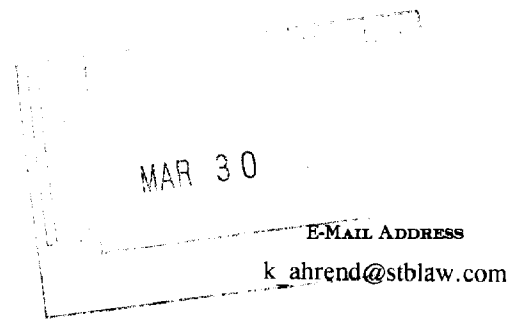
By: Daniel W. Miller 2/22/99
Name: Daniel W. Miller
Title: Executive Vice President and
Chief Financial Officer

SIMPSON THACHER & BARTLETT

425 LEXINGTON AVENUE
NEW YORK, N.Y. 10017-3954
(212) 455-2000

FACSIMILE: (212) 455-2502

DIRECT DIAL NUMBER
(212) 455-7227



EXPRESS MAIL

March 25, 1999

Re: Recordation of Assignment Documents

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Office of Public Records
Crystal Gateway 4, Room 335
Washington, DC 20231

Dear Madam or Sir:

Enclosed for recording please find a U.S. Trademark Rights Assignment and a U.S. Patent Rights Assignment in favor of Russell-Stanley Corporation, covering 11 U.S. trademarks and 6 U.S. patents.

Two checks for \$290 and \$240 are enclosed to cover the filing fees. Please return confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,

Kristopher E. Ahrend
Kristopher Ahrend

Enclosure

LONDON

HONG KONG

TOKYO

SINGAPORE

COLUMBUS

LOS ANGELES

RECORDED: 03/30/1999

TRADEMARK
REEL: 1881 FRAME: 0869